

4205-2

**AGREEMENT FOR REPAIR AND INSTALLATION SERVICES
WITH PACIFICORE CONSTRUCTION, INC. FOR SCADA OFFICE**

THIS AGREEMENT FOR REPAIR AND INSTALLATION ("Agreement") is made and entered into as of this 15th day of November, 2011 ("Commencement Date") by and between the CITY OF NEWPORT BEACH, a California Municipal Corporation and charter city ("City"), and PACIFICORE CONSTRUCTION, INC, a California corporation ("Contractor"), whose principal place of business is 3176 Pullman Street, Suite 106, Costa Mesa, California 92626 and is made with reference to the following:

RECITALS

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of City.
- B. City requires the alteration of existing office space for relocation of SCADA (Supervisory Control And Data Acquisition) office.
- C. City desires to engage Contractor to remove, repair, move and install materials and items necessary for alteration of office for SCADA use ("Project").
- D. Contractor has examined the location of all proposed work, carefully reviewed and evaluated the specifications set forth by the City for the Project, and is familiar with all conditions relevant to the performance of services and has committed to perform all work required for the price specified in this Agreement.

NOW, THEREFORE, it is mutually agreed by and between the undersigned parties as follows:

1. TERM

The term of this Agreement shall commence on the Commencement Date, and shall terminate on February 29, 2012, unless terminated earlier as set forth herein.

2. SCOPE OF WORK

2.1. City and Contractor acknowledge that the above Recitals are true and correct and are hereby incorporated by reference. Contractor shall perform all the work described in the Scope of Work attached hereto as Exhibit A and incorporated herein by this reference ("Services" or "Work"). As a material inducement to the City entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and Contractor is experienced in performing the Work contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the Work required hereunder and that all materials will be of good quality. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

2.2. Contractor shall perform everything required to be performed, and shall provide and furnish all the labor, materials, necessary tools, expendable equipment and all utility and transportation services necessary for the Project.

3. TIME OF PERFORMANCE

3.1. Time is of the essence in the performance of Services under this Agreement and Contractor shall complete the Work by December 30, 2011.

3.2. Time is of the essence in the performance of Services under this Agreement and Contractor shall perform the Services in accordance with the schedule included in Exhibit A. The failure by Contractor to strictly adhere to the schedule may result in termination of this Agreement by City.

3.3. Notwithstanding the foregoing, Contractor shall not be responsible for delays due to causes beyond Consultant's reasonable control. However, in the case of any such delay in the Services to be provided for the Project, each party hereby agrees to provide notice to the other party so that all delays can be addressed.

3.4. Contractor shall submit all requests for extensions of time for performance in writing to the Project Administrator not later than 2 calendar days after the start of the condition that purportedly causes a delay. The Project Administrator shall review all such requests and may grant reasonable time extensions for unforeseeable delays that are beyond Consultant's control.

3.5. For all time periods not specifically set forth herein, Consultant shall respond in the most expedient and appropriate manner under the circumstances, by telephone, fax, hand-delivery or mail.

4. COMPENSATION

4.1. As full compensation for the performance and completion of the Project as required by the Scope of Work and Schedule of Billing Rates attached hereto as Exhibit B, City shall pay to Contractor and Contractor accepts as full payment the sum **Fifteen Thousand Three Hundred Eight Dollars and 40/100 (\$15,308.40)**. Contractor shall not receive any additional compensation unless approved in advance by the City in writing. City shall pay Contractor no later than thirty (30) days after acceptance of the Work and approval of the invoice by City staff.

4.2. City shall reimburse Contractor only for those costs or expenses specifically approved in the Scope of Services attached hereto. Unless otherwise approved, such costs shall be limited and include nothing more than the actual costs and/or other costs and/or payments specifically authorized in advance in writing and incurred by Contractor in the performance of this Agreement.

4.3. Contractor shall not receive any compensation for Extra Work without the prior written authorization of City. As used herein, "Extra Work" means any work that is determined by the Project Administrator (as defined in Section 5 below) to be necessary for the proper completion of the Project, but which is not included within the Scope of Work and which the City and Contractor did not reasonably anticipate would be

necessary. Compensation for any authorized Extra Work shall be paid in accordance with the Schedule of Billing Rates set forth in Exhibit B.

5. ADMINISTRATION

This Agreement will be administered by the Municipal Operations Department. The **Facilities Maintenance Crew Chief**, or his/her designee shall be the Project Administrator and shall have the authority to act for City under this Agreement. The Project Administrator or his/her authorized representative shall represent City in all matters pertaining to the Services to be rendered pursuant to this Agreement.

6. TYPE AND INSTALLATION OF MATERIALS/STANDARD OF CARE

6.1. Contractor shall use only the standard materials described in Exhibit A in performing Services under this Agreement. Any deviation from the materials described in Exhibit A shall not be installed unless approved in advance by the Project Administrator.

6.2. All of the Services shall be performed by Contractor or under Contractor's supervision. Contractor represents that it possesses the personnel required to perform the Services required by this Agreement, and that it will perform all Services in a manner commensurate with highest professional standards. All Services shall be performed by qualified and experienced personnel who are not employed by City, nor have any contractual relationship with City.

7. RESPONSIBILITY FOR DAMAGES OR INJURY

7.1. City and all officers, employees and representatives thereof shall not be responsible in any manner for any loss or damage to any of the materials or other things used or employed in performing the Project or for injury to or death of any person as a result of Contractor's performance of the Services required hereunder; or for damage to property from any cause arising from the performance of the Project by Contractor, or its subcontractors, or its workers, or anyone employed by either of them.

7.2. Contractor shall be responsible for any liability imposed by law and for injuries to or death of any person or damage to property resulting from defects, obstructions or from any cause arising from Contractor's Work on the Project, or the Work of any subcontractor or supplier selected by the Contractor.

7.3. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless City, its City Council, boards and commissions, officers, agents, volunteers, and employees (collectively, the "Indemnified Parties") from and against any and all claims (including, without limitation, claims for bodily injury, death or damage to property), demands, obligations, damages, actions, causes of action, suits, losses, judgments, fines, penalties, liabilities, costs and expenses (including, without limitation, attorney's fees, disbursements and court costs) of every kind and nature whatsoever (individually, a Claim; collectively, "Claims"), which may arise from or in any manner relate (directly or indirectly) to any breach of the terms and conditions of this Agreement, any Work performed or Services provided under this Agreement including, without limitation, defects in workmanship or materials or Contractor's presence or

activities conducted on the Project (including the negligent and/or willful acts, errors and/or omissions of Contractor, its principals, officers, agents, employees, vendors, suppliers, consultants, subcontractors, anyone employed directly or indirectly by any of them or for whose acts they may be liable or any or all of them).

7.4. Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify the Indemnified Parties from any Claim arising from the sole negligence or willful misconduct of the Indemnified Parties. Nothing in this indemnity shall be construed as authorizing any award of attorney's fees in any action on or to enforce the terms of this Agreement. This indemnity shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by the Consultant.

7.5. Contractor shall perform all Project Work in a manner to minimize public inconvenience and possible hazard, to restore other work areas to their original condition and former usefulness as soon as possible, and to protect public and private property. Contractor shall be liable for any private or public property damaged during the performance of the Project Work.

7.6. To the extent authorized by law, as much of the money due Contractor under and by virtue of the Agreement as shall be considered necessary by City may be retained by it until disposition has been made of such suits or claims for damages as aforesaid.

7.7. The rights and obligations set forth in this Section shall survive the termination of this Agreement.

8. INDEPENDENT CONTRACTOR

City has retained Contractor as an independent contractor and neither Contractor nor its employees are to be considered employees of the City. The manner and means of conducting the Work are under the control of Contractor, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment shall accrue to Contractor or its employees. Contractor shall have the responsibility for and control over the means of performing the Work, provided that Contractor is in compliance with the terms of this Agreement. Anything in this Agreement that may appear to give City the right to direct Contractor as to the details of the performance or to exercise a measure of control over Contractor shall mean only that Contractor shall follow the desires of City with respect to the results of the Services.

9. COOPERATION

Contractor agrees to work closely and cooperate fully with City's designated Project Administrator and any other agencies that may have jurisdiction or interest in the Work to be performed. City agrees to cooperate with the Contractor on the Project.

10. INSURANCE

10.1. Without limiting Contractor's indemnification of City, and prior to commencement of Work, Contractor shall obtain, provide and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form satisfactory to City. The cost of such insurance shall be included in Contractor's bid.

10.2. Coverage and Limit Requirements.

10.2.1. Workers' Compensation. Contractor shall maintain Workers' Compensation Insurance providing statutory benefits and employer's liability insurance with limits of at least one million dollars (\$1,000,000) each type for Contractor's employees in accordance with the laws of the State of California, Section 3700 of the Labor Code. In addition, Contractor shall require each subcontractor to similarly maintain Workers' Compensation Insurance and Employer's Liability Insurance in accordance with the laws of the State of California, Section 3700 for all of the subcontractor's employees. The insurer issuing the Workers' Compensation insurance shall amend its policy by endorsement to waive all rights of subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers. Contractor shall submit to City, along with the required certificate of insurance, a copy of such waiver of subrogation endorsement.

10.2.2. General Liability. Contractor shall maintain commercial general liability insurance in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) General Aggregate and two million dollars (\$2,000,000) Products and Completed Operations Aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. Coverage shall be at least as broad as that provided by Insurance Services Office form CG 00 01. None of the policies required herein shall be in compliance with these requirements if they include any limiting endorsement that has not been first submitted to City and approved in writing.

10.2.3. Automobile Liability. Contractor shall maintain automobile insurance covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

10.2.4. Builders Risk. For Agreements or Contracts with Construction/Builders Risk property exposures, Contractor shall maintain Builders Risk insurance or an installation floater as directed by City, covering damages to the Work for "all risk" or special form causes of loss with limits equal to one hundred percent (100%) of the completed value of contract, with coverage to continue until final acceptance of the Work by City. At the discretion of City, the requirement for such coverage may include additional protection for Earthquake and/or Flood. City shall be included as an insured on such policy, and Contractor shall provide the City with a copy of the policy.

10.3. Other Insurance Provisions or Requirements.

10.3.1. Evidence of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation and an additional insured endorsement for general liability. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance or issuance of any permit. Current evidence of insurance shall be kept on file with City at all times during the term of this Agreement. All of the executed documents referenced in this Agreement must be returned within ten (10) working days after the date on the "Notification of Award," so that the City may review and approve all insurance and bond documentation. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

10.3.2. General liability insurance provisions. Primary and excess or umbrella liability policies are to contain, or be endorsed to contain, the following provisions:

10.3.2.1. City, its elected or appointed officers, agents, officials, employees, and volunteers are to be covered as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its elected or appointed officers, officials, employees, agents or volunteers. Contractor shall submit to City a copy of the additional insured endorsement along with the required certificates of insurance.

10.3.2.2. Contractor's insurance coverage shall be primary insurance and/or primary source of recovery as respects City, its elected or appointed officers, agents, officials, employees and volunteers as respects to all claims, losses, or liability arising directly or indirectly from the Contractor's operations or services provided to the City. Any insurance or self-insurance maintained by City, its officers, officials, employees and volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

10.3.2.3. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.4. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

10.5. Notice of Cancellation. Contractor agrees to oblige its insurance broker and insurers to provide to City with 30 days notice of cancellation (except for nonpayment for which 10 days notice is required) or nonrenewal of coverage for each required coverage except for builder's risk insurance. The builder's risk policy will contain or be endorsed to contain a provision providing for 30 days written notice to City of cancellation or nonrenewal, except for nonpayment for which 10 days notice is required.

10.6. Self-Insured Retentions. Contractor agrees not to self-insure or to use any self-insured retentions on any portion of the insurance required herein and further agrees that it will not allow any indemnifying party to self-insure its obligations to City. If contractor's existing coverage includes a self-insured retention, the self-insured retention must be declared to City. City may review options with the contractor, which may include reduction or elimination of the self-insured retention, substitution of other coverage, or other solutions. Contractor agrees to be responsible for payment of any deductibles on their policies.

10.7. Timely Notice of Claims. Contractor shall give City prompt and timely notice of any claim made or suit instituted arising out of or resulting from Contractor's performance under this agreement.

10.8. Waiver. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against City, its elected or appointed officers, agents, officials, employees and volunteers, or shall specifically allow Contractor or others providing insurance evidence in compliance with these requirements to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

10.9. Enforcement of Contract Provisions. Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

10.10. Requirements not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

10.11. City's Remedies. City shall have the right to order the Contractor to stop Work under this Agreement and/or withhold any payment(s) that become due to Contractor hereunder until Contractor demonstrates compliance with the requirements of this article. In the alternative, City may purchase the required coverage and charge Contractor the cost of the premiums or deduct the cost from Contractor's payments.

10.12. Coverage not Limited. All insurance coverage and limits provided by contractor and available or applicable to this agreement are intended to apply to the full

extent of the policies. Nothing contained in this agreement or any other agreement relating to the city or its operations limits the application of such insurance coverage.

10.13. Coverage Renewal. Contractor will renew the coverage required here annually as long as Contractor continues to provide any Services under this or any other contract or agreement with the City. Contractor shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Contractor's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.

11. SUBCONTRACTING

City and Contractor agree that subcontractors may be used to complete the Work outlined in the Scope of Work provided the Contractor obtains City approval prior to the subcontractor performing any work. Contractor shall be fully responsible to City for all acts and omissions of the subcontractors. Nothing in this Agreement shall create any contractual relationship between City and subcontractor nor shall it create any obligation on the part of City to pay or to see to the payment of any monies due to any such subcontractor other than as otherwise required by law.

12. WITHHOLDINGS

City may withhold payment to Contractor of any disputed sums until satisfaction of the dispute with respect to such payment. Such withholding shall not be deemed to constitute a failure to pay according to the terms of this Agreement. Contractor shall not discontinue Work as a result of such withholding. Contractor shall have an immediate right to appeal to the City Manager or his/her designee with respect to such disputed sums. Contractor shall be entitled to receive interest on any withheld sums at the rate of return that City earned on its investments during the time period, from the date of withholding of any amounts found to have been improperly withheld.

13. CONFLICTS OF INTEREST

13.1. The Contractor or its employees may be subject to the provisions of the California Political Reform Act of 1974 (the "Act"), which (1) requires such persons to disclose any financial interest that may foreseeably be materially affected by the Work performed under this Agreement, and (2) prohibits such persons from making, or participating in making, decisions that will foreseeably financially affect such interest.

13.2. If subject to the Act, Contractor shall conform to all requirements of the Act. Failure to do so constitutes a material breach and is grounds for immediate termination of this Agreement by City. Contractor shall indemnify and hold harmless City for any and all claims for damages resulting from Contractor's violation of this Section.

deposit thereof in the United States mail, postage prepaid, first-class mail, addressed as hereinafter provided. All notices, demands, requests or approvals from Contractor to City shall be addressed to City at:

Attn: Facilities Maintenance Crew Chief
City of Newport Beach
3300 Newport Blvd.
PO Box 1768
Newport Beach, CA 92658
Email: rscott@newportbeachca.gov
Phone: 949-644-3067
Fax: 949-650-0747

14.2. All notices, demands, requests or approvals from City to Contractor shall be addressed to Contractor at:

Attn: Scot Austin
PacifiCore Construction, Inc
1070F N. Batavia, Suite 301
Orange, CA 92886
Email: scot@pacificoreconstruction.com
Phone: 657-859-4500
Fax: 657-859-4519

15. NOTICE OF CLAIMS

15.1. Unless a shorter time is specified elsewhere in this Contract, before making its final request for payment under the Contract, Contractor shall submit to City, in writing, all claims for compensation under or arising out of this Contract. Contractor's acceptance of the final payment shall constitute a waiver of all claims for compensation under or arising out of this Contract except those previously made in writing and identified by Contractor in writing as unsettled at the time of its final request for payment. The Contractor and the City expressly agree that in addition to all claims filing requirements set forth in the Contract and Contract Documents, the Contractor shall be required to file any claim the Contractor may have against the City in strict conformance with the Tort Claims Act (Govt. Code §§ 900 et seq.).

16. TERMINATION

16.1. In the event that either party fails or refuses to perform any of the provisions of this Agreement at the time and in the manner required, that party shall be deemed in default in the performance of this Agreement. If such default is not cured within a period of two (2) calendar days, or if more than two (2) calendar days are reasonably required to cure the default and the defaulting party fails to give adequate assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

assurance of due performance within two (2) calendar days after receipt of written notice of default, specifying the nature of such default and the steps necessary to cure such default, the non-defaulting party may terminate the Agreement forthwith by giving to the defaulting party written notice thereof.

16.2. Notwithstanding the above provisions, City shall have the right, at its sole discretion and without cause, of terminating this Agreement at any time by giving ten (10) calendar days prior written notice to Contractor. In the event of termination under this Section, City shall pay Contractor for Services satisfactorily performed and costs incurred up to the effective date of termination for which Contractor has not been previously paid. On the effective date of termination, Contractor shall deliver to City all materials purchased in performance of this Agreement.

17. STANDARD PROVISIONS

17.1. Compliance with all Laws. Contractor shall at its own cost and expense comply with all statutes, ordinances, regulations and requirements of all governmental entities, including federal, state, county or municipal, whether now in force or hereinafter enacted.

17.2. Waiver. A waiver by City of any term, covenant, or condition in the Contract shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition.

17.3. Integrated Contract. This Contract represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and Contracts of whatsoever kind or nature are merged herein. No verbal Contract or implied covenant shall be held to vary the provisions herein.

17.4. Conflicts or Inconsistencies. In the event there are any conflicts or inconsistencies between this Contract and the Exhibits attached hereto, the terms of this Contract shall govern.

17.5. Amendments. This Contract may be modified or amended only by a written document executed by both Contractor and City and approved as to form by the City Attorney.

17.6. Effect of Contractor's Execution. Execution of this Contract by Contractor is a representation that Contractor has visited the Project Site, has become familiar with the local conditions under which the Work is to be performed, and has taken into consideration these factors in submitting its Project Proposal and Scope of Work.

17.7. Controlling Law and Venue. The laws of the State of California shall govern this Contract and all matters relating to it and any action brought relating to this Contract shall be adjudicated in a court of competent jurisdiction in the County of Orange.

17.8. Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee

or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age.

17.9. Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of the Agreement or any other rule of construction which might otherwise apply.

17.10. Severability. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.

17.11. No Attorney's Fees. In the event of any dispute or legal action arising under this Agreement, the prevailing party shall not be entitled to attorney's fees.

17.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on the dates written below.

**APPROVED AS TO FORM:
OFFICE OF THE CITY ATTORNEY**

Date: 10/25/11

By: [Signature]
Leonie Mulvihill
Assistant City Attorney

108A
10/21

**CITY OF NEWPORT BEACH,
A California municipal corporation**

Date: 11/14/11

By: [Signature]
Mark Harmon
Municipal Operations Director

ATTEST:
Date: 11-15-11

By: [Signature]
Leilani I. Brown
City Clerk



**CONSULTANT: PacifiCore Construction
Inc., a California Corporation**

Date: 10-27-11

By: [Signature]
Scot J. Austin
President

Date: 10-27-11

By: [Signature]
Christina L. Austin
Secretary

[END OF SIGNATURES]

Attachments: Exhibit A - Scope of Work/ Schedule
 Exhibit B - Schedule of Billing Rates

EXHIBIT A

SCADA Project

Scope of Work

1. Remove Front Workstations
2. Cut Back Counter Top For New Wall
3. Move Existing Cabinet Toward Sink
4. Move Light Fixtures
5. Move Vent
6. Build New Dividing Wall With Door
7. Frame In 6'-8"x 3'-4" Window Opening
8. Install New 3'-0" x 7'-0" Metal Door w/ Window
9. Paint All Walls And Doors
10. Install New Vinyl Flooring In Lab Area
11. Install New Carpet In Office Area

Breakdown (based on Contractor Estimate)

- Demo of cabinets in front office
- Paint 432 SF
- Prime and paint all walls and doors
- Note: cabinets excluded, will evaluate in the field if they can be salvaged
- Provide and install 6" 20gauge metal stud wall, approved 15'x12' in height
- Provide 5/8" drywall one side only finished smooth
- Frame, infill one 4'x6' window opening one side drywall only finish smooth
- Patch and repair tow walls after cabinets have been removed by others, approved 20 LF
- Repair existing T-bar ceiling where new wall is to be constructed, install new wall angle and repair cross Tee as needed
- Replace (4) ceiling tiles at existing ceiling due to water damage
- Furnish and install 26 OZ Winchester carpet, 41 1/3 Sq. yds
- Furnish and install sheet vinyl flat lay 23 sq yds
- Furnish and install top set base
- Demo and prep
- Doors – (1) 3080 hollow metal door
- Frames – (1) 3080 81/4" hollow metal frame
- Hardware – (4) 4.5 4.5 SS hinges, 1ea. Passage set
- Labor to install door, frame and hardware

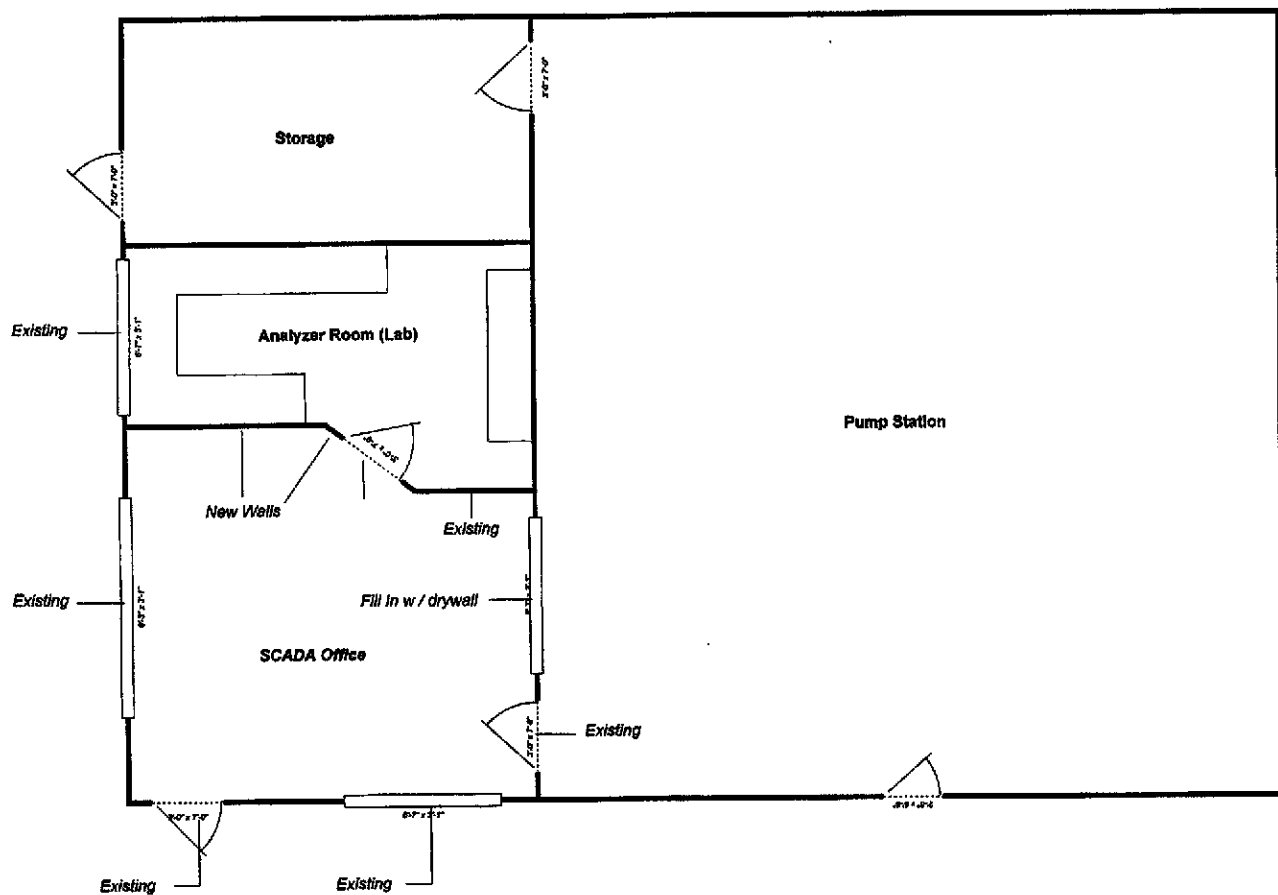


EXHIBIT B
SCHEDULE OF BILLING RATES



August 26, 2011

Rick Scott
City of Newport Beach
949 16th Street
Newport Beach, CA

Project: SCADA Project

Please find below the breakdown for our bid price for the above referenced project:

All scope of work per floor layout provided by Rick Scott, City of Newport Beach.

Labor and material to install:

- Demo of cabinets in front office
- Paint 432 SF
- Prime and paint all walls and doors
- *Note: cabinets excluded will evaluate in the field if they can be salvaged*

Cost \$ 3,800.00

Metal Stud/Drywall/T-bar

- Provide and install 6" 20 gauge metal stud wall, approved 15' x12' height
- Provide 5/8" drywall one side only finished smooth
- Frame, infill one 4'x6' window opening one side drywall only finish smooth
- Patch and repair tow walls after cabinets have been removed by others, approved 20 LF
- Repair existing T-bar ceiling where new wall is to be constructed, install new wall angle and repair cross Tee as need
- Replace (4) ceiling tiles at existing ceiling due to water damage

Cost \$ 4,400.00

Flooring

- *Furnish and install 26 O2 Winchester carpet, 41 1/3 square yard*
- *Furnish and install sheet vinyl flat lay 23 square yards*
- *Furnish and install top set base*
- *Demo and prep*
- *Demo and prep*

Cost \$ 2,691.00

1070F N. Batavia, Suite 301, Orange, CA 92886 - O 714-981-9720 F 714-202-5597
License #950076

**Door/Frame/Hardware:**

- Doors - (1) 3080 hollow metal door
- Frames - (1) 3080 81/4" hollow metal frame
- Hardware - (4) 4.5 4.5 SS hinges, 1 ea. Passage Set
- Labor to install door, frame and hardware

Cost \$ 1,103.00

Supervision	\$ 1,500.00
General Conditions	\$ 500.00
Profit & Overhead:	\$ 1,314.40
Total	<u>\$ 15,308.40</u>

Exclusions:

Permits
Engineering
Plans
Inspections

Paul Van Kammen - Senior VP

Date

Rick Scott

Date

1070F N. Batavia, Suite 301, Orange, CA 92666 - O 714-981-9720 F 714-202-5597
License #960076

CERTIFICATE OF INSURANCE CHECKLIST

City of Newport Beach

This checklist is comprised of requirements as outlined by the City of Newport Beach. *

Date Received: 11-8-11 Dept./Contact Received From: Marie Lindeman
Date Completed: 11-9-11 Sent to: Raymund Reyes By: Carol
Company/Person required to have certificate: Pacificore Construction
Type of contract: All Others

I. GENERAL LIABILITY

EFFECTIVE/EXPIRATION DATE: 1-27-11/1-27-12

- A. INSURANCE COMPANY: James River Insurance Co.
- B. AM BEST RATING (A- : VII or greater): A-: IX
- C. ADMITTED Company (Must be California Admitted):
Is Company admitted in California? ☒ Yes ☐ No
- D. LIMITS (Must be \$1M or greater): What is limit provided? 1,000,000
- E. ADDITIONAL INSURED ENDORSEMENT – please attach ☒ Yes ☐ No
- F. PRODUCTS AND COMPLETED OPERATIONS (Must include): Is it included? (completed Operations status does not apply to Waste Haulers or Recreation) ☒ Yes ☐ No
- G. ADDITIONAL INSURED FOR PRODUCTS AND COMPLETED OPERATIONS ENDORSEMENT (completed Operations status does not apply to Waste Haulers) ☒ Yes ☐ No
- H. ADDITIONAL INSURED WORDING TO INCLUDE (The City its officers, officials, employees and volunteers): Is it included? ☒ Yes ☐ No
- I. PRIMARY & NON-CONTRIBUTORY WORDING (Must be included): Is it included? ☒ Yes ☐ No
- J. CAUTION! (Confirm that loss or liability of the named insured is not limited solely by their negligence) Does endorsement include "solely by negligence" wording? ☐ Yes ☒ No
- K. ELECTED SCMAF COVERAGE (RECREATION ONLY): ☒ N/A ☐ Yes ☐ No
- L. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

II. AUTOMOBILE LIABILITY

EFFECTIVE/EXPIRATION DATE: 3-15-11/3-15-12

- A. INSURANCE COMPANY: Mercury Casualty Company
- B. AM BEST RATING (A- : VII or greater) A+: XIII
- C. ADMITTED COMPANY (Must be California Admitted):
Is Company admitted in California? ☒ Yes ☐ No
- D. LIMITS (Must be \$1M min. BI & PD and \$500,000 UM, \$2M min for Waste Haulers): What is limits provided? 1,000,000
- E. LIMITS Waiver of Auto Insurance / Proof of coverage (if individual) (What is limits provided?) _____
- F. PRIMARY & NON-CONTRIBUTORY WORDING (For Waste Haulers only): ☒ N/A ☐ Yes ☐ No
- G. HIRED AND NON-OWNED AUTO ONLY: ☐ N/A ☐ Yes ☒ No
- H. NOTICE OF CANCELLATION: ☐ N/A ☒ Yes ☐ No

III. WORKERS' COMPENSATION

EFFECTIVE/EXPIRATION DATE: 2-01-11/2-01-12

- A. INSURANCE COMPANY: State Compensation Insurance Fund
- B. AM BEST RATING (A- : VII or greater): Not Rated
- C. ADMITTED Company (Must be California Admitted): ☒ Yes ☐ No
- D. WORKERS' COMPENSATION LIMIT: Statutory ☒ Yes ☐ No
- E. EMPLOYERS' LIABILITY LIMIT (Must be \$1M or greater) \$1,000,000
- F. WAIVER OF SUBROGATION (To include): Is it included? ☒ Yes ☐ No
- G. SIGNED WORKERS' COMPENSATION EXEMPTION FORM: ☒ N/A ☐ Yes ☐ No
- H. NOTICE OF CANCELLATION: ☐ N/A ☐ Yes ☒ No

ADDITIONAL COVERAGE'S THAT MAYBE REQUIRED

IV. PROFESSIONAL LIABILITY

☒ N/A ☐ Yes ☐ No

V POLLUTION LIABILITY

☒ N/A ☐ Yes ☐ No

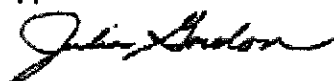
V BUILDERS RISK

☒ N/A ☐ Yes ☐ No

HAVE ALL ABOVE REQUIREMENTS BEEN MET?
IF NO, WHICH ITEMS NEED TO BE COMPLETED?

☒ Yes ☐ No

Approved:



11-10-11

Agent of Alliant Insurance Services
 Broker of record for the City of Newport Beach

Date

RISK MANAGEMENT APPROVAL REQUIRED (Non-admitted carrier rated less than _____;

Self Insured Retention or Deductible greater than \$ _____)

☐ N/A ☒ Yes ☐ No

Reason for Risk Management approval/exception/waiver:

James River Insurance is Non-admitted in CA and rated A-. Approved by Lauren Farley emailed dated 11-9-11

Approved:

Risk Management

Date

* Subject to the terms of the contract.